utory negligence, and her negligence was imputed to the father, barring recovery. *Cress et ux* v. *Philadelphia & R. Ry. Co.* (1910), — Pa. —, 77 Atl. 810.

Negligence of the parent in such case bars recovery by him. *Berry* v. *St. L., M. & S. E. R. Co.*, 214 Mo. 593, 114 S. W. 27. See also *Feldman* v. *Detroit United Ry.*, — Mich. —, 127 N. W. 687, discussed in 9 MICH. L. REV. 165. But intrusting a young child to an older sister is not negligence. *Cameron* v. *Duluth Superior Traction Co.*, 94 Minn. 104, 102 N. W. 208; *Jones* v. *United Tr. Co.*, 201 Pa. St. 346, 50 Atl. 827. Hence recovery for the loss of the younger child could be denied only on the ground that negligence of the custodian is negligence, *per se*, of the parent. Cases decided on this point are few; and these are in conflict. One view is that a busy parent who puts the child in charge of a competent custodian thereby performs his duty of protection, and such custodian's negligence does not relieve the defendant of liability for his wrong. *Walters* v. *C., R. I. & P. R. Co.*, 41 Iowa 71; the other, that to secure proper care of the child, the parent should be held to the most rigid accountability for its safety. *Bellefontaine, etc. Ry. Co.* v. *Snyder*, 24 Oh. St. 670, approved in *Atlanta, etc., Ry. Co.* v. *Gravitt*, 93 Ga. 369, 20 S. E. 550, 44 Am. St. 149, though that case held that negligence so imputed to the father did not bar a suit by the mother. And if the accident is avoidable in spite of the custodian's negligence, the action will lie. *Baltimore, etc., Ry.* v. *McDonnell*, 43 Md. 534.

RAILROADS—AGREEMENTS CONCERNING STATIONS.—P. in 1880 conveyed a tract of land of over one acre to one of the companies preceding D. as the owner of a certain railroad. The deed specified that the depot was to be built no closer to the street than twenty feet, and a farther distance if possible. D. in breach of the provision, built the structure right on the street and obstructed the view from P's residence, to prevent which the stipulation was made. Suit for damages. *Held*, that P. could recover damages for the breach of contract, and that the particular agreement which limited the right to construct a depot on the tract only in a particular way, was not invalid as against public policy. *Lexington & B. S. Ry. Co.* v. *Moore* (1910), — Ky. —, 131 S. W. 257.

Agreements concerning the establishment and maintenance of depots by a railroad company under certain conditions at certain points have given rise to widely divergent opinions. A promise that the railroad company will construct and use a depot at a certain place, made upon a valid consideration, is not void as contrary to public policy if not prohibitory of some other place. *Lyman* v. *S. R. Co.*, 190 Ill. 320; *L. N. A. & C. R. Co.* v. *Sumner*, 106 Ind. 55; *Mo. Pac. R. Co.* v. *Tygard*, 84 Mo. 263; *Atlanta & W. P. R. Co.* v. *Camp*, 130 Ga. 1. An agreement by the corporation to locate and maintain a station at a given point is contrary to the policy of the law since the general welfare and good of the public might be sacrificed to subserve the private interest of mere gain. *Enid Right of Way & T. Co.* v. *Lile*, 15 Okla. 317; *Pac. Ry. Co.* v. *Seely*, 45 Mo. 212; *Burney* v. *Ludeling*, 47 La. Ann. 73; *Fuller* v. *Dame*, 18 Pick. 472; *Currie* v. *Natchez, J. & C. R. Co.*, 61 Miss.

725; *Holladay* v. *Patterson,* 5 Ore. 177. An obligation by a common carrier to establish its station at a particular point exclusively is void. *Beasley* v. *Tex. & Pac. R. Co.,* 191 U. S. 492; *Florida C. & P. R. Co.* v. *State,* 31 Fla. 482; *Williamson* v. *Chi. R. I. & P. R. Co.,* 53 Iowa 126. In the principal case, it is considered by the court that the limitation requiring the depot to be constructed back a certain distance from the street is one with which the public has no concern, it being "purely a private matter affecting alone the private rights between the parties to the litigation."

SUNDAY—PUBLIC AMUSEMENTS—"ANY SUCH PLACE OF PUBLIC AMUSEMENT."—Petitioner, a proprietor of a "scenic railway," was convicted under § 6825 of the Revised Codes of Idaho which provides "It shall be unlawful for any person or persons in this state to keep open on Sunday—any theater, playhouse, dance hall, race-track, merry-go-round, circus or show, concert saloon, billiard or pool room, bowling alley, variety hall, or any such place of public amusement." *Held,* a "scenic railway" does not come within the prohibition of the statute and the petitioner must be discharged. *Ex parte Hull* (1910), — Idaho —, 110 Pac. 256.

Questions as to the construction of statutes of this nature containing, as here, the clause "or any such place of public amusement" or in general the clause "or any such—etc., etc." often present more or less difficulty. Many decisions have been based on the argument that a penal statute must be limited in its application to the object which the legislature has in view; that it is necessary to aver a cause within its terms. 2 SUTHERLAND, STATUTORY CONSTRUCTION, p. 987; *Reed* v. *Davis,* 8 Pick. 514; *McDonald* v. *Montana Wood Co.,* 14 Mont. 88, 35 Pac. 668, 43 Am. St. Rep. 616; *Rucker* v. *State,* 67 Miss. 328, 7 South. 223; *Commonwealth* v. *Alexander,* 185 Mass. 551, 70 N. E. 1017. But it is also laid down that the principles of construction and apparent exception to the maxim *"ejusdem generis"* apply as well to criminal statutes as to others. *Maxwell* v. *People,* 158 Ill. 248, 41 N. E. 995; *Gillock* v. *People,* 171 Ill. 307, 49 N. E. 712; 2 SUTHERLAND, STATUTORY CONSTRUCTION, p. 835; *State* v. *Holman,* 3 McCord 306; *State* v. *Fearson,* 2 Md. 310; *City of St. Joseph* v. *Elliott,* 47 Mo. App. 418. While these two views are perhaps not precisely inconsistent it is true that under the second one a greater latitude is allowed as to what a statute of this nature includes. It is possible that under this latter view the principal case would have been decided adversely to the petitioner in spite of the differentiation attempted by the court between the "scenic railway" and the "merry-go-round."

SURETYSHIP—PAYMENT BY COSURETY AFTER STATUTORY PERIOD.—One of the cosureties on a note of an insolvent corporation made several part payments on the note after maturity, but before the expiration of six years, the period of the statute of limitations. Within six years of the last of these payments, but more than six years after maturity, he made another part payment, and now sues to enforce contribution as to this last payment. *Held,* that he can not recover, as his payments did not toll the statute as to the others. *McLin* v. *Harvey* (1910), — Ga. App. —, 69 S. E. 123.

Three distinct doctrines have been enunciated as to this class of cases.